

Return Address:

Ms. Colleen M. Frei  
Jeffers, Danielson, Sonn & Aylward, P.S.  
Attorneys at Law  
P.O. Box 1688  
Wenatchee, WA 98807-1688

## COMMERCIAL LEASE

**Grantor (Lessor):** Executive Flight, Inc., a Washington corporation  
**Grantee (Lessee):** Giga Watt, Inc., a Washington corporation  
**Legal Description (abbreviated):** Ptn. building at Pangborn Memorial Airport in Sec. 16, T. 22 N., R. 21, E.W.M., Douglas County, Washington. Additional legal on page 1.  
**Assessor's Tax Parcel ID#:** 22-21-16-100-58

### Parties

1.1 Lessor. EXECUTIVE FLIGHT, INC., a Washington corporation (hereafter "Executive Flight").

1.2 Lessee. GIGA WATT, INC., a Washington corporation (hereafter "Giga Watt").

### Property

2.1 The Property. The leased property is approximately 2,562 square feet of office space located inside the Executive Flight hangar and office facility located at One Campbell Parkway, East Wenatchee, Douglas County, Washington, as further detailed on the attached Exhibit A attached hereto and identified as Phase 1 (hereinafter the "Property"). Giga Watt shall also have nonexclusive access to the lobby, reception, first and second floor restrooms and lunch room.

2.2 The Entire Parcel. The entire facility, a portion of which is being leased herein, shall be referred to in this Agreement as the "Entire Parcel," and includes all structures and common areas.

2.3 Parking. Giga Watt shall be entitled to nonexclusive use of the parking area located west of the garages on the Entire Parcel.

2.4 Personal Property. The term "personal property" as used in this Lease shall mean all personal property which is located on or within the Property as of the date of execution of this Lease. The current furniture and equipment located on the Property is included in this Lease and Giga Watt accepts the furniture and equipment in its "AS IS" condition. Giga Watt shall be responsible for repair or replacement of the furniture and equipment, normal wear and tear excepted. All personal property is included as part of the Property leased from

COMMERCIAL LEASE  
Page 1  
Executive Flight Giga Watt - Commercial Lease 3  
31 17 final

Jeffers, Danielson, Sonn & Aylward, P.S.  
Attorneys at Law  
2600 Chester Kimm Road / P.O. Box 1688  
Wenatchee, WA 98807-1688  
(509) 662-3685 / (509) 662-2452 FAX

Executive Flight to Giga Watt.

2.5 Option to Lease Additional Property. Giga Watt is hereby granted the option to lease additional office space depicted on Exhibit B attached hereto designated as Phase 2/3 (hereafter "Phase 2/3"). Giga Watt must provide eighteen (18) months written notice prior to the commencement date of leasing of its intent to exercise this option to lease Phase 2/3. The monthly rent for Phase 2/3 shall be the same rate as then applies to Phase 1.

### Agreement

3.1 Agreement to Lease. Executive Flight agrees to lease to Giga Watt and Giga Watt agrees to lease from Executive Flight the Property.

### Rights, Obligations and Conditions

4.1 Term of Lease. This Lease shall commence on April 1, 2017. This Lease shall terminate on March 31, 2022. Upon six (6) months prior written notice, Giga Watt may renew this Lease for an additional five (5) year term, from April 1, 2022 through March 31, 2027.

4.2 Monthly Rent. The monthly rental shall be Four Thousand Two Hundred Seventy Dollars (\$4,270.00). All payments shall be in U.S. currency. All rental payments shall be payable in advance on the 1<sup>st</sup> day of each calendar month. Upon execution of this Lease, Giga Watt shall pay the amount of Eight Thousand Five Hundred Forty Dollars (\$8,540.00), representing the first two months' rent.

4.3 Rental Increase. Beginning April 1, 2018, the monthly rent shall be the greater of \$4,270.00 or an amount computed as follows:

$$\begin{array}{rcll} \text{January 1, 2018 CPI for All} & & & \\ \text{Urban Consumers (U.S. City Average)} & & & \\ \hline \text{--All Items} & \times \$4,270.00 & = & \text{Monthly Rent} \\ \text{January 1, 2017 CPI for All} & & & \text{Beginning} \\ \text{Urban Consumers (U.S. City Average)} & & & 4/1/2018 \\ \hline \text{--All Items} & & & \end{array}$$

Beginning April 1, 2019, the monthly rent shall be the greater of the prior year's monthly rental or an amount computed as follows:

$$\begin{array}{rcll} \text{January 1, 2019 CPI for All} & & & \\ \text{Urban Consumers (U.S. City Average)} & & & \\ \hline \text{--All Items} & \times (\text{last monthly rent}) & = & \text{Monthly Rent} \\ \text{January 1, 2018 CPI for All} & & & \text{Beginning} \\ \text{Urban Consumers (U.S. City Average)} & & & 4/1/2019 \\ \hline \text{--All Items} & & & \end{array}$$

Similarly, the monthly rent shall be adjusted on April 1<sup>st</sup> of each subsequent year during the term of this Lease, using the same formula set forth above, adjusting the numerator of the equation to reflect the Consumer Price Index for the year prior to the adjustment year.

1                   Substituted Index. If the U. S. Department of Labor, Bureau of Labor Statistics,  
2 shall discontinue publication of the Consumer Price Index, then another index generally  
3 recognized as authoritative shall be substituted by agreement and if the parties should not agree,  
such substituted index shall be selected by the then presiding judge of the Douglas County  
Superior Court upon the application of either party.

4                   4.4     Place of Payment. All payments of rents shall be made at:

5                   Executive Flight, Inc.  
6                   One Campbell Parkway  
East Wenatchee, WA 98802

7 or at such other place as Executive Flight may direct in writing.

8                   4.5     Late Payment Penalty. If payment is received later than 5:00 p.m. on the  
9 10<sup>th</sup> day of the month, there shall be a late payment penalty in addition to the rental payment  
due. The late payment penalty shall be five percent (5%) of the late payment and shall be  
10 considered part of the monthly rent due.

11                   4.6     Common Areas and Parking. Common areas shall include the lobby,  
reception area, first and second floor restrooms, lunch room, hallways, parking areas, entrances  
12 and exits to the structures located on the Entire Parcel, driveways, sidewalks, landscaped areas  
and other areas and facilities provided for the common or joint use and benefit of the occupants  
13 of the Entire Parcel. Executive Flight reserves the right to exercise control and management of  
the common areas and to establish, modify and enforce such reasonable rules and regulations as  
14 Executive Flight, in its sole discretion, may deem desirable for management of the Entire Parcel  
or any portion thereof; provided that Executive Flight shall provide Giga Watt with thirty (30) days  
15 prior written notice of such rules and regulations. Giga Watt and its employees, agents,  
customers and invitees shall abide by such rules and regulations and Giga Watt shall be  
16 responsible for the compliance with the same by its employees, agents, customers and invitees.  
Executive Flight's failure to enforce any of such rules and regulations with respect to Giga Watt or  
17 any other tenant shall not be deemed a waiver.

18                   4.7     Subletting, Delegation, and Assignment. Giga Watt may not sublet the  
Property or any part thereof, nor delegate its duties nor assign its rights under this Lease in whole  
19 or in part without Executive Flight's prior consent, which shall not be unreasonably withheld.

20                   4.8     Use. The Property shall be used by Giga Watt for the purpose of  
conducting a commercial office space, and for no other purpose.

21                   4.9     Restrictions on Use. Giga Watt may not use or occupy the Property in  
22 violation of any law, ordinance, regulation or the certificate of occupancy issued for the Property,  
and may not do, bring, or keep anything in or about the Property that will cause an increased  
23 premium or the cancellation of any insurance covering the Property. If Giga Watt does cause any  
such increase in insurance premiums, Giga Watt shall pay or reimburse Executive Flight for the  
24 entire amount thereof, without regard to whether Executive Flight elects to terminate this Lease  
as a result of Giga Watt's unauthorized use of the Property. Giga Watt may not use the Leased  
25 Property in any manner that will constitute waste, nuisance or unreasonable annoyance to other  
tenants in the Entire Parcel, nor may Giga Watt do anything that will cause damage to the Entire  
26 Parcel or to the Leased Property. Giga Watt may not place any signs, symbols, drapes or other  
materials in windows or other openings or the interior hallways or on the exterior of the structures

1 located on the Entire Parcel without prior written approval from Executive Flight; provided that  
2 Giga Watt may place exterior signage on the building as mutually approved by the parties at the  
3 beginning of the Lease. Giga Watt shall not permit floor loading in excess of the pounds per  
square foot limitation which Executive Flight notifies Giga Watt is the maximum permissible for  
the Property.

4 Smoke-Free Campus. Giga Watt hereby acknowledges and agrees that the  
Property is designated as non-smoking, and that Executive Flight operates the Entire Parcel as a  
5 smoke-free campus. Giga Watt will undertake efforts to ensure that its officers, employees,  
agents and invitees maintain a smoke-free environment at the Property and the Entire Parcel.

6 4.10 Structural Changes or Remodeling. Giga Watt shall not make any  
structural or remodeling changes without prior written approval of Executive Flight. Giga Watt  
7 understands any improvements made shall not abate the rent and shall be the Property of  
Executive Flight at the termination of this Lease, unless otherwise agreed to in writing by  
8 Executive Flight. Any approved changes shall be completed promptly, shall comply with all  
building codes and local building ordinances and shall be completed with reasonable commercial  
9 quality.

10 4.11 Destruction of Property.

11 (a) Partial Destruction. In case of partial destruction or injury to said  
12 Property by fire, the elements or other casualty, Executive Flight shall have the option to repair  
the Property or terminate the Lease. Rent shall be equitably abated until completion of any  
13 repairs.

14 (b) Total Destruction. In the event the Property is substantially or totally  
destroyed by fire, the elements or other casualty, Executive Flight shall have the option to  
15 reconstruct the Property or terminate the Lease. Rent shall be abated during such time as the  
Property is not tenable for the purpose contemplated by this Lease.

16 4.12 Condemnation of Property.

17 (a) Partial Taking. If part of the Property shall be taken by any competent  
18 authority for any public or quasi public use or purpose, the rent shall be equitably abated.  
Provided, Giga Watt shall also have the option to terminate the Lease if the taking materially  
19 interferes with Giga Watt's use of the Property.

20 (b) Total Taking. If the whole of the Property shall be taken by any  
competent authority for any public or quasi public use or purpose, the term of this Lease shall end  
21 on the date when the possession of the part so taken shall be required for such use or purpose.

22 (c) Entitlement to Damages. All damages awarded for any taking shall  
belong to and be the property of Executive Flight, but nothing herein shall be construed as  
23 precluding Giga Watt from asserting any claim Giga Watt may have against such public authority  
for taking of the property of Giga Watt, disruption or relocation of Giga Watt's business, and any  
24 such damages shall belong to Giga Watt.

25 4.13 Service of Notices. All notices shall be in writing. All notices to be given  
to Giga Watt may be served on the registered agent of Giga Watt, or on any person of majority at  
26 the Property, or by leaving said notice on the Property, or by sending notice by U. S. Mail,  
postage prepaid, to the addresses listed beneath the parties' signature lines below, or such other

1 place as Executive Flight or Giga Watt may direct in writing. Notice shall be deemed delivered on  
2 the date of delivery if personally delivered or on the date of postmark if mailed. All notice periods  
shall begin and end on midnight.

3 4.14 Vacating Upon Termination. Giga Watt further covenants and agrees  
4 that upon the expiration of said term, or upon the termination of the Lease for any cause, Giga  
5 Watt will at once peacefully surrender and deliver up the whole of the Property together with all  
6 improvements thereon to Executive Flight, Executive Flight's agents or assigns unless Giga Watt  
7 shall have acquired the right to remain through another written agreement or written extension of  
8 this Lease. Giga Watt will return the Property in like condition as it was at the beginning of the  
term, reasonable wear and tear excepted. Giga Watt agrees to pay a fee equal to 135% of the  
then-expired monthly rent prorated at a per diem amount, for each day Giga Watt remains upon  
the Property after expiration of the Lease. Remaining on the Property and paying the fee listed  
above shall not create a new Lease term or a new tenancy of any kind.

9 4.15 Insurance.

10 (a) Property Insurance. Executive Flight shall at Executive Flight's expense,  
11 maintain on the Property a policy of standard fire insurance with extended coverage in an amount  
12 of its replacement value. Executive Flight shall cause such insurance to name Giga Watt as a  
13 co-insured and/or additional insured. Executive Flight shall deliver a copy of any such insurance  
policy to Giga Watt upon request thereof by Giga Watt. All proceeds of any such insurance shall  
be payable to Executive Flight and shall be applied to the restoration of the Property as provided  
in Section 4.11 above, and any insurance proceeds remaining after such restoration shall belong  
to Executive Flight.

14 (b) Personal Property. Giga Watt shall at Giga Watt's expense maintain fire  
15 and casualty insurance on Giga Watt's own personal property, records and business equipment.

16 (c) Liability Insurance. Giga Watt shall at Giga Watt's expense maintain  
17 comprehensive liability insurance on the Property in an amount not less than \$1,000,000. Giga  
Watt shall pay the insurance premiums as they become due. Executive Flight shall be an  
additional insured on such policy.

18 (d) Delivery of Policy. Giga Watt shall deliver a copy of any such insurance  
19 policy to Executive Flight upon request thereof by Executive Flight. In the event that Giga Watt  
20 fails to timely pay premiums or otherwise maintain such insurance, Executive Flight may procure  
and pay for such insurance and charge any such payments to Giga Watt. Such charges shall  
constitute additional rent owed by Giga Watt to Executive Flight.

21 4.16 Waiver of Subrogation. Executive Flight and Giga Watt shall each  
22 procure, if obtainable without payment of an additional premium, an appropriate clause in, or an  
23 endorsement on, any policy of fire or extended coverage insurance covering the Property, and  
the personal property, fixtures and equipment located in or on the Property and any liability policy  
for the Property, pursuant to which the insurance companies waive subrogation or consent to a  
24 waiver of right of recovery, and, conditioned upon a party having obtained such clauses or  
endorsements or waiver of subrogation or consent to a waiver of right of recovery, such party  
25 hereby agrees that it shall not make any claim against or seek to recover from the other for any  
loss or damage to its property, or the property of the other, resulting from fire or other hazards  
26 covered by such insurance, notwithstanding other provisions of this Lease; provided, however,  
that the release, discharge, exoneration and covenant not to sue herein contained shall be limited



1 by the terms and provisions of the waiver of subrogation clauses or endorsements consenting to  
2 a waiver of right of recovery, and shall be coextensive therewith. If either Executive Flight or Giga  
3 Watt is unable to obtain such clause or endorsement or is able to obtain such clause or  
4 endorsement only upon payment of an additional premium, such party shall promptly give the  
5 other party notice to that effect, in which event the other party shall have the right to pay such  
6 additional premium, and upon such payment, the party whose insurer requires such payment  
7 shall promptly procure such clause or endorsement.

8           4.17   Taxes. Executive Flight shall pay all real property taxes on the Property.  
9 Giga Watt will pay all personal property taxes for equipment or inventory it maintains on the  
10 Property and will pay all other taxes relative to the operation of any of its business on the  
11 Property.

12           4.18   Condition and Care of Property. Giga Watt accepts the Property in its  
13 present condition and agrees to keep the Property in a good clean condition; to commit no waste  
14 thereon; to obey all laws and ordinances affecting the Property; to replace all glass broken or  
15 cracked; to repair all damage to the Property caused by Giga Watt, its agents, employees, or  
16 invitees. Giga Watt shall be responsible for all interior maintenance and repair for the Property,  
17 including paint, carpet, and plumbing. Giga Watt shall notify Executive Flight of all requested  
18 maintenance and repair for items that may require access to other areas of the Entire Parcel  
19 (outside of the Property), and the parties shall coordinate access and repair of the same.

20           4.19   Maintenance and Repair by Executive Flight. Executive Flight shall be  
21 responsible for maintaining the roof, the outside appearance of the building, the common areas,  
22 the structural integrity of the building, including electrical and mechanical items, and the parking  
23 lot, including all snow and ice removal and removal of any other obstructions constituting a  
24 hazard.

25           4.20   Maintenance and Repair by Giga Watt. Giga Watt shall be responsible  
26 for all janitorial services and maintenance of the Property, and any repairs necessitated by Giga  
Watt, its agents, employees, or invitees. Giga Watt shall notify Executive Flight of any  
maintenance needs that Giga Watt believes are the responsibility of Executive Flight. Executive  
Flight shall make reasonable efforts to respond to any such notices.

          4.21   Utilities. Executive Flight shall pay all utilities, including, but not limited to  
water, sewer, garbage, gas and electricity. Provided that, in the event the electric bill for the  
Entire Parcel exceeds Twelve Thousand Dollars (\$12,000) per year, then Giga Watt shall be  
responsible for Giga Watt's associated electricity usage in excess of \$12,000 and shall reimburse  
Executive Flight for such excess amount. Executive Flight shall provide an invoice to Giga Watt  
reflecting the amount due and owing for such excess electricity usage by Giga Watt, and Giga  
Watt shall pay Executive Flight within 30 days of receipt of such invoice.

          4.22   Inspection. Executive Flight shall have the right at all reasonable times  
during the business hours to enter and inspect the Property.

          4.23   Indemnity/Hold Harmless. Giga Watt agrees that at the sole option of  
Executive Flight, Giga Watt shall either indemnify or shall defend and hold Executive Flight and  
its officers, employees, contractors and agents harmless from all claims for damages to persons  
or property occurring on the Property during the term of the Lease caused by Giga Watt, its  
agents, employees, or invitees. Giga Watt waives its immunity under industrial insurance, Title  
51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement.

1  
2 4.24 Giga Watt's Compliance with Environmental Laws. Giga Watt shall not  
3 use, or permit the Property to be used, in a manner that violates any applicable federal, state or  
4 local environmental law, regulation, or ordinance now or hereafter in force. This includes, but is  
5 not limited to, any law, regulation, or ordinance pertaining to air or water quality or emissions; the  
6 handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances;  
7 or any other environmental matters. Compliance shall be at the sole cost and expense of Giga  
8 Watt, its agents, employees, contractors or invitees. Giga Watt shall immediately notify Executive  
9 Flight of any spills, releases, or other potential failures to comply with applicable environmental  
10 laws and regulations, and of any inspections, notices, orders, fines or communications originating  
11 from environmental regulatory agencies. Executive Flight, its officers, employees, contractors, or  
12 agents, shall have the right, but not the duty, to inspect the Property, including Giga Watt's  
13 records pertaining to environmental compliance with applicable environmental laws and  
14 regulations and this Lease. If Giga Watt is found to be in violation of this Lease or any applicable  
15 environmental law or regulations, or if environmental contamination is detected, Giga Watt shall  
16 be responsible for all costs associated with such contamination or noncompliance.

17 4.25 Giga Watt's Environmental Indemnification/Hold Harmless. Giga Watt  
18 agrees that at the sole option of Executive Flight, Giga Watt shall either indemnify or shall defend  
19 and hold Executive Flight and its officers, employees, contractors and agents harmless from all  
20 costs or liabilities arising from any environmental contamination or noncompliance with any  
21 applicable federal, state or local environmental law, regulation or ordinance now or hereafter in  
22 force, resulting from the operations of Giga Watt, its agents, employees, contractors or invitees.  
23 This indemnification/hold harmless includes, without limitation, all claims, judgments, damages  
24 (including natural resource damages), penalties, fines and costs incurred in connection with any  
25 site investigation to determine the presence or extent of any contamination, as well as the costs  
26 of any cleanup, removal or remedial work, whether or not it is required by any regulatory agency.  
Such costs shall include reasonable environmental consultants and attorney fees. This  
indemnification/hold harmless clause shall survive the expiration or earlier termination of this  
Lease.

17 4.26 Leasehold Fixtures. Giga Watt may install on the Property such  
18 equipment as is customarily used in the type of commercial office space conducted by Giga Watt  
19 on the Property. Subject to Executive Flight's right as a secured party, upon the expiration or  
20 sooner termination of this Lease, Giga Watt may remove from the Property all such equipment  
21 and all other property of Giga Watt and shall repair any damage to the Property occasioned  
22 thereby. Any equipment or fixtures not removed by the expiration or sooner termination of this  
23 Lease, shall become the property of Executive Flight.

21 4.27 Dispute Resolution. The parties agree to attempt to resolve any disputes  
22 relating to this Agreement by negotiation and/or with a mutually agreed-upon mediator. However,  
23 if these attempts are unsuccessful, upon demand by either party, all claims between the parties  
24 shall be referred for binding arbitration in accordance with the Washington Uniform Arbitration Act  
25 (RCW 7.04A et seq.). There shall be one arbitrator, whose decision shall be final, and binding,  
26 and judgment may be entered thereon. If the parties cannot agree on the arbitrator, the arbitrator  
shall be appointed by the presiding judge of the Douglas County Superior Court. The arbitrator is  
authorized to restrict and/or limit discovery in the arbitrator's discretion, to that discovery  
reasonable under the circumstances considering the complexity of the matter and the amount in  
controversy. The parties shall split the cost of arbitration. The substantially prevailing party, in any  
arbitration or other action, shall be entitled to collect all fees and costs incurred in connection with  
such action, including attorneys' fees, which amount shall be included in any award given. Each

1 party waives any right to participate in a common or joint action against the other party, including  
2 consolidation of arbitrated claims.

3 4.28 Cancellation, Termination or Default. If Giga Watt defaults in the  
4 payment of rent and such default shall not have been cured within ten (10) days after such  
5 default, Executive Flight may re-enter and take possession of the Property, remove all persons  
6 and property and Executive Flight may at Executive Flight's option, terminate this Lease.  
Executive Flight may at Executive Flight's option, be entitled to recover from Giga Watt any rents  
and charges equivalent to rent reserved in this Lease until vacation of the Property and removal  
of all Giga Watt's equipment, inventory and other personal property.

7 If Giga Watt defaults in the payment of any other item to be paid by Giga Watt or  
8 in the performance of any other term or covenant and such default shall not have been cured  
9 within thirty (30) days after such default, Executive Flight may re-enter and take possession of the  
10 Property, remove all persons and property and Executive Flight may at Executive Flight's option,  
11 terminate this Lease. Executive Flight may at Executive Flight's option, be entitled to recover  
12 from Giga Watt any rents and charges equivalent to rent reserved in this Lease until vacation of  
13 the Property and removal of all Giga Watt's equipment, inventory and other personal property.

14 Further, either party shall have the right to terminate for any reason upon giving  
15 one (1) year prior written notice.

16 If Executive Flight elects to re-enter and take possession of the Property without  
17 terminating this Lease, Executive Flight may at Executive Flight's option, relet the Property for  
18 such term or terms (which may be for a term extending beyond the term of this Lease), at such  
19 rental or rentals and upon such other terms and conditions as Executive Flight at Executive  
20 Flight's sole discretion may deem advisable with the right to make alterations and repairs to the  
21 Property. Upon any such reletting, Executive Flight shall receive and collect the rents therefor,  
22 applying the same first to the payment of such expenses as Executive Flight may have paid,  
23 assumed or incurred in recovering possession of the Property, including costs, expenses and  
24 attorney's fees and for placing the same in good order and condition, or repairing or altering the  
25 same for reletting and all other expenses, commissions and charges paid, assumed and incurred  
26 by Executive Flight in or about reletting the Property, and then to the fulfillment of the agreements  
of Giga Watt.

Whether or not the Property or any part thereof is relet, Giga Watt shall pay to  
Executive Flight until the end of the term of this Lease the equivalent of the amount of all rent and  
other charges required to be paid by Giga Watt under the terms hereof, less the balance, if any,  
of such reletting after payment of the expenses of Executive Flight and the same shall be due and  
payable on the rent days specified herein.

Notwithstanding such reletting without termination or re-entry without termination,  
Executive Flight may at any time thereafter elect to terminate this Lease for any previous breach.

4.29 Bankruptcy. Executive Flight may immediately terminate this Lease  
agreement in the event that Giga Watt files for voluntary bankruptcy, is placed in receivership, or  
has involuntary bankruptcy proceedings instituted against Giga Watt by its creditors. Giga Watt  
shall provide written notice to Executive Flight of the bankruptcy or receivership within seven (7)  
days of the institution of such proceedings.

COMMERCIAL LEASE

Page 8

Executive Flight Giga Watt - Commercial Lease 3  
31 17 final

Jeffers, Danielson, Sonn & Aylward, P.S.  
Attorneys at Law  
2600 Chester Kimm Road / P.O. Box 1688  
Wenatchee, WA 98807-1688  
(509) 662-3685 / (509) 662-2452 FAX



1                   4.30   Right to Encumber. Executive Flight may encumber the Property by  
2 mortgage, securing such sum or sums and upon such terms and conditions as Executive Flight  
3 may desire, but any such encumbrance so given shall be subject to the rights of Giga Watt  
herein, and shall not affect this Lease.

4                   4.31   Subordination/Non-Disturbance/Right to Encumber. Executive Flight  
5 may encumber the Property by mortgage or other security instrument, securing such sum or  
6 sums and upon such terms and conditions as Executive Flight may desire. Giga Watt agrees to  
7 sign subordination and non-disturbance agreements if and when requested by Executive Flight,  
and in such form as reasonably required by any lender of Executive Flight, agreeing to  
subordinate Executive Flight right and interests in this Lease to the security interest of any such  
lender and to recognize any successor to Executive Flight, as its landlord for any unexpired  
balance of this Lease.

8                   4.32   Quiet Enjoyment. Executive Flight covenants and agrees that Giga Watt,  
9 upon performance of all of Giga Watt's obligations under this Lease, shall lawfully and quietly  
10 hold, occupy and enjoy the Property during the term of this Lease without disturbance by  
Executive Flight or by any person having title paramount to Executive Flight's title or by any  
person claiming under Executive Flight.

11                  4.33   Security Measures. Giga Watt understands and acknowledges that the  
12 Property and the Entire Parcel is part of the footprint for Pangborn Memorial Airport and  
associated airport property, including without limitation the airport ramp located adjacent to the  
13 Property, with heightened and specific airport security clearance and security protocol measures.  
Giga Watt and its employees, agents, customers and invitees shall comply and abide by all  
14 security measures imposed by Executive Flight, and by all local, State, and Federal agencies,  
including without limitation the Airport Security Coordinator for Pangborn Memorial Airport while  
15 on the Property and the Entire Parcel, and Giga Watt shall be responsible for the compliance with  
the same by its employees, agents, customers and invitees.

16                  To facilitate enforcement of airport security measures at the Property and Entire  
17 Parcel, Giga Watt shall provide Executive Flight with a list of Giga Watt's current employees and  
agents who may be regularly present at the Property, such list to include the name, address, and  
18 a photo of each such employee and agent (the "Employee List"). Executive Flight hereby agrees  
to keep such Employee List confidential and not to disclose the information thereon without Giga  
19 Watt's approval; provided that, the Executive Flight may disclose such Employee List or portions  
thereof to the Security Coordinator for Pangborn Memorial Airport or to representatives who need  
to know such information to perform under this Agreement or as otherwise required by law.

20                  4.34   Waiver; Severability. Provisions of this Lease may not be waived or  
21 changed except in a writing signed by the party against whom enforcement of the waiver or  
change is sought. No waiver of breach or other provision shall constitute a subsequent waiver of  
22 such breach or provision. If any provision of this Lease or the application thereof to any person or  
circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Lease  
23 and the application thereof shall not be affected and this Lease shall be construed and enforced  
to the fullest extent possible so as to accomplish the original intent of the parties as reflected by  
24 the documents as drafted.

25                  4.35   Construction. Where the context permits, references to the singular shall  
26 include the plural and vice versa, and to the neutral gender shall include the feminine and  
masculine. Use of the word "may" shall denote an option or privilege and shall impose no  
obligation upon the party which may exercise such option or privilege; use of the word "shall"

1 shall denote a duty or an obligation. The captions in this Lease are for the convenience of the  
2 reader and are not to be considered in the interpretation of its terms.

3 4.36 Entire Agreement; Successors. This Lease contains the entire  
4 agreement between the parties relating to the subject matter hereof and supersedes any prior  
5 agreements, written or oral, with respect to the same subject matter. This Lease may not be  
6 modified or amended except by written agreement executed by the parties hereto. This Lease  
shall be binding upon the parties, their heirs, executors, administrators, successors and assigns,  
and they do agree for themselves, their heirs, executors, administrators, successors and assigns,  
to execute any instrument and to perform any acts reasonably necessary to effectuate this Lease  
and its purposes.

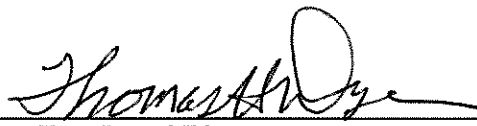
7 4.37 Memorandum of Lease. The parties agree that this Lease shall not be  
8 placed of record. Either party may execute and place of record an instrument, in recordable form,  
evidencing the existence and term of this Lease.

9 4.38 Authority to Sign. The parties signing this instrument hereby  
10 acknowledge that they are authorized to execute the instrument on behalf of the entities they are  
11 signing for and acknowledged it to be the free and voluntary act of such parties for the uses and  
purposes mentioned in the instrument.

12 4.39 Counterparts. This Lease may be executed in one or more counterparts,  
13 each of which shall be deemed to be an original but all of which together shall constitute one and the  
same instrument. Signatures transmitted electronically by fax, e-mail or otherwise shall be deemed  
and effective as originals.

14 "LESSOR/EXECUTIVE FLIGHT"

15 EXECUTIVE FLIGHT, INC.  
16 A Washington Limited Liability Company

17 By   
18 Tom Dye, CEO

19 Date: March 31, 2017

20 Address: Executive Flight, Inc.  
21 One Campbell Parkway  
22 East Wenatchee, WA 98802

"LESSEE/GIGA WATT"

GIGA WATT, INC.  
A Washington Corporation

By David Carlson  
David Carlson, CEO

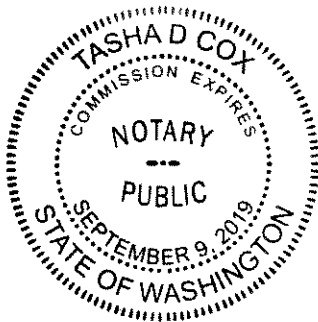
Date: 4/3/17

Address: 1250 N Wenatchee Ave  
Wenatchee, WA 98801

STATE OF WASHINGTON )  
COUNTY OF Chelan ) ss.

I certify that I know or have satisfactory evidence that DAVID CARLSON is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the CEO of GIGA WATT, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 4 day of April, 2017.



Tasha D Cox  
Typed/Printed Name Tasha D. Cox  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires September 9, 2019

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

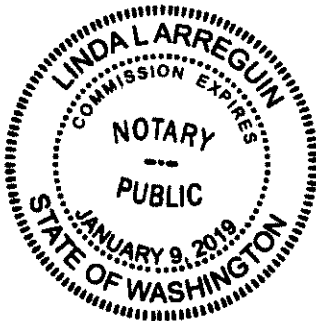
STATE OF WASHINGTON )  
COUNTY OF Chelan ) ss.

I certify that I know or have satisfactory evidence that TOM DYE is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the CEO of EXECUTIVE FLIGHT, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

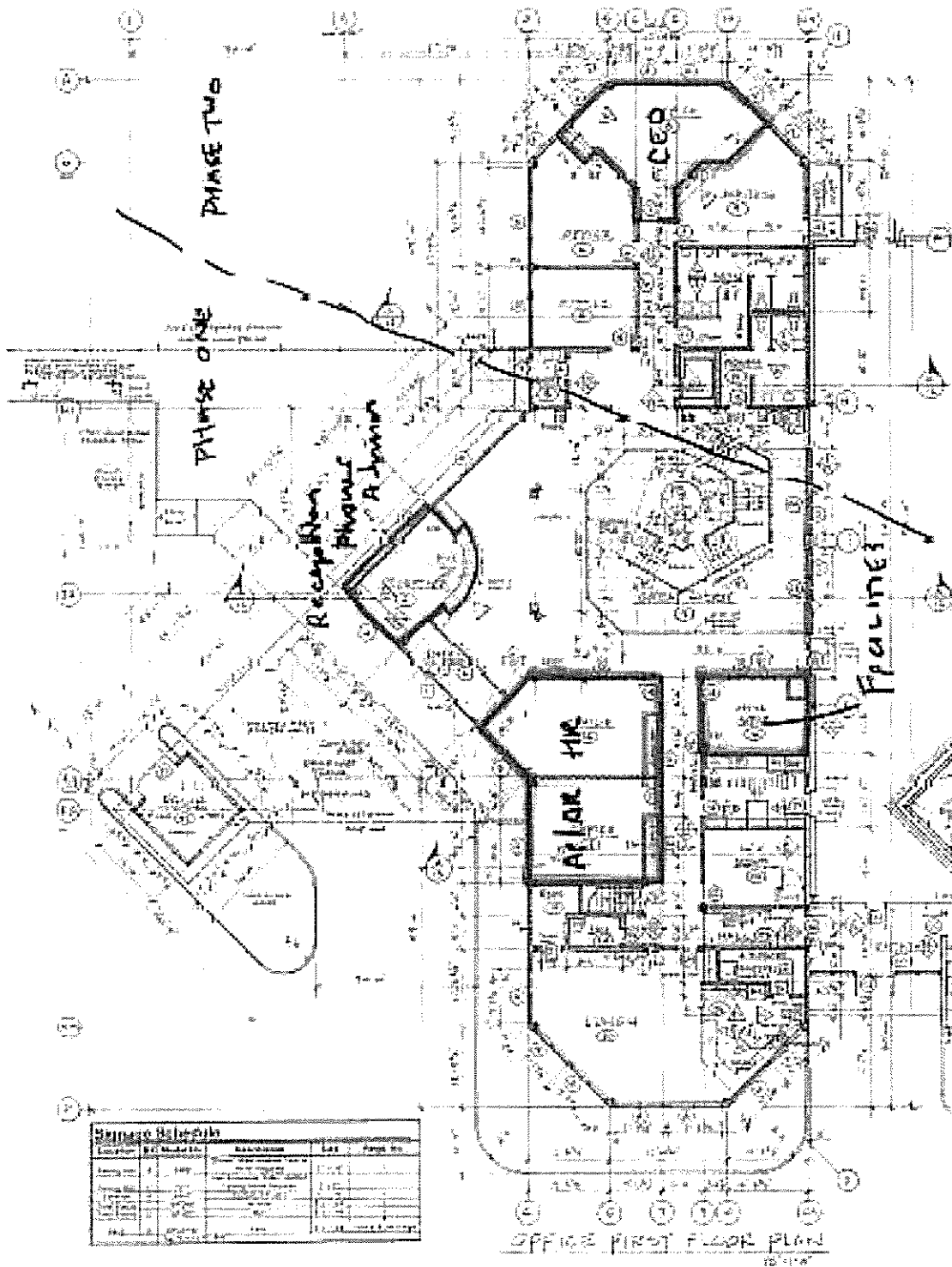
Dated this 31st day of March, 2017.



Typed/Printed Name Linda L. Arreguin  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires Jan 09, 2017



# EXHIBIT "A"

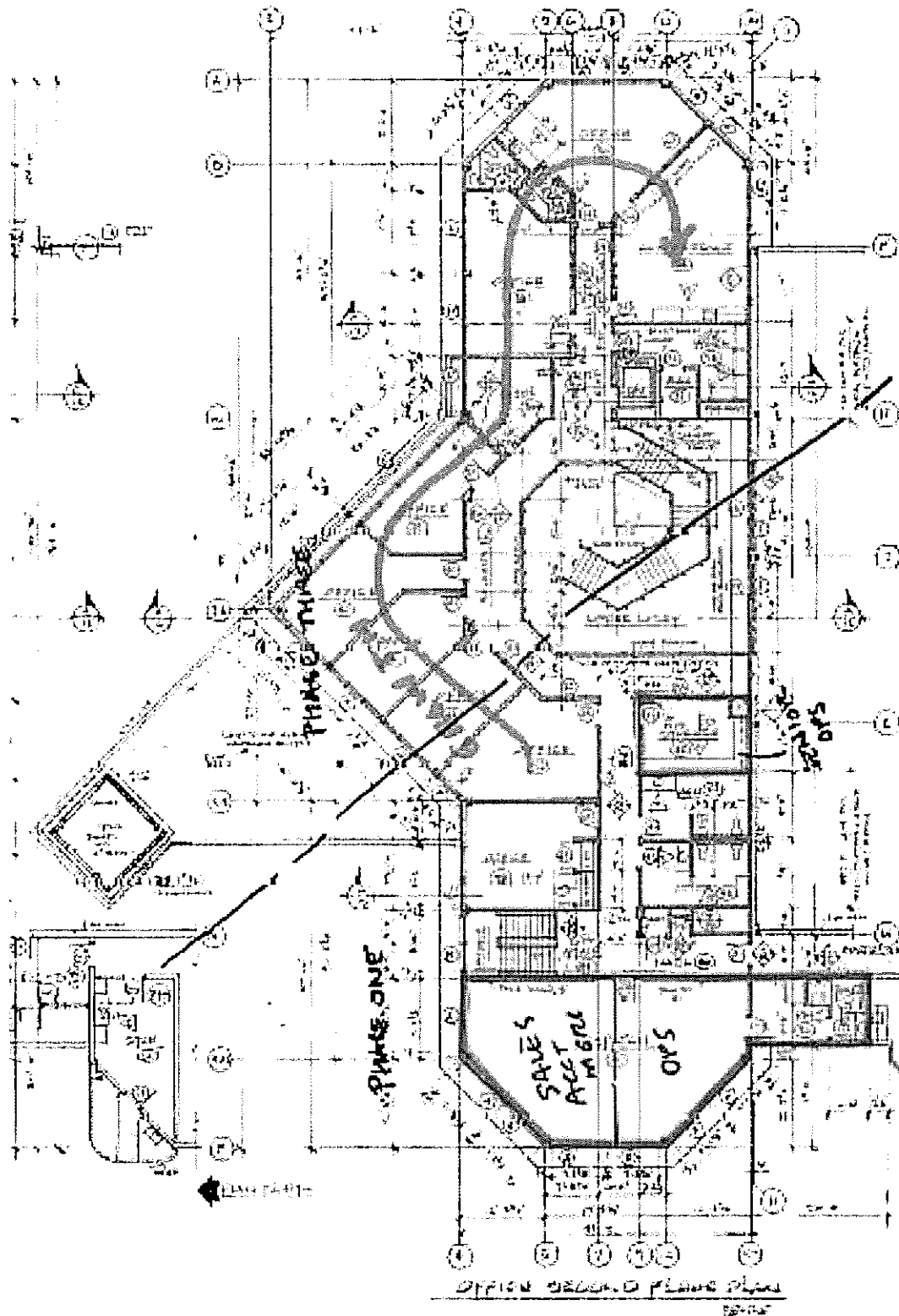


COMMERCIAL LEASE  
Page 13  
Executive Flight Giga Watt - Commercial Lease 3  
31 17 final

Jeffers, Danielson, Sonn & Aylward, P.S.  
Attorneys at Law  
2600 Chester Kimm Road / P.O. Box 1688  
Wenatchee, WA 98807-1688  
(509) 662-3685 / (509) 662-2452 FAX



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

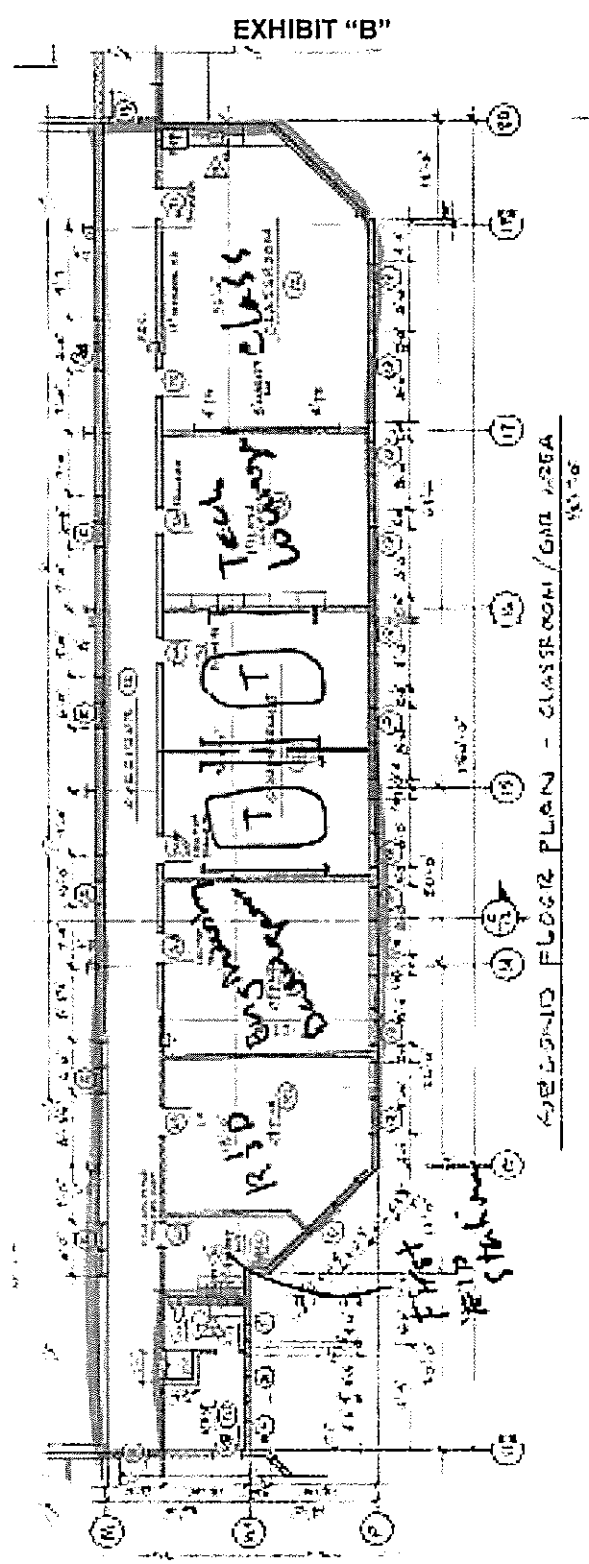


COMMERCIAL LEASE  
Page 14  
Executive Flight Giga Watt - Commercial Lease 3  
31 17 final

Jeffers, Danielson, Sonn & Aylward, P.S.  
Attorneys at Law  
2600 Chester Kimm Road / P.O. Box 1688  
Wenatchee, WA 98807-1688  
(509) 662-3685 / (509) 662-2452 FAX

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

THIS AREA - PHASE 2



1000 surface  
T Conf. table

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

